

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR
ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS SPECIFICATION NO. 03-281

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid
for:

TWO (2) FOUR WHEEL STREET SWEEPER

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, November 5, 2003 in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

EQUIPMENT AND PERFORMANCE SPECIFICATIONS
FOUR WHEEL STREET SWEEPER

1. APPLICATION

- 1.1 The Street Sweeper will be utilized by the City of Lincoln in sweeping of arterial and residential streets within the confines of the Lincoln city limits.
- 1.2 This application demands the Street Sweeper to be capable of efficiently sweeping a wide variety of materials including sand, gravel, clay, dirt and leaves.
- 1.3 Because of the residential sweeping space limitations clear unobstructed view of critical areas and manoeuvrability are essential.

2. MODEL

- 2.1 The equipment furnished under these specifications shall be new, current year manufacture, that is the latest design and production, completely serviced, ready for operation, and including all standard equipment.
 - 2.1.1 Must be PM10 Compliant
- 2.2 Street Sweeper is to be of the Four Wheel type with the following models listed as examples, intended solely to indicate size, type and class of equipment desired.
 - 2.2.1 Elgin Eagle "F" Elgin Road Wizard
- 2.3 Bidders are cautioned to read the specification carefully, as they may include special requirements not commonly offered by the manufacture.
- 2.4 Do not assume your standard equipment meets all detailed specifications merely because it is listed as an example.

3. BID AWARD CRITERIA

- 3.1 Conformance to the Equipment Specifications concerning the size, type and class of Street Sweeper offered, and the ability to provide specific equipment as indicated in the technical specifications.
- 3.2 The Street Sweepers ability to satisfactorily perform in its intended application, as determined through the Field Test.
- 3.3 Bidders ability to provide the desired product support.
- 3.4 Previous experience with both the bidder and product being offered.
- 3.5 Delivery schedule.

4. FIELD TESTING

- 4.1 All responding bidders shall make available to The City of Lincoln a Street Sweeper of the same model bid with similar equipment for evaluation of both machine performance and compatibility with intended application.
- 4.2 A minimum of three (3) working days shall be required to effectively perform the desired evaluation.
- 4.3 Responding bidders shall make available a manufacturer or dealer representative to instruct City of Lincoln employees on the proper safety, operation and maintenance checks, prior to the evaluation process.
- 4.4 The City of Lincoln shall return the Street Sweeper clean, and with the same amount of fuel, and in the same condition as when received.
- 4.5 The City of Lincoln will not be responsible for any rental or transportation costs associated with the evaluation process.

5. TRADE-ALLOWANCE

5.1 Terms and Conditions

- 5.1.1 Trade-ins are offered on as-is, where-is basis: and no warranties whether expressed or implied are intended regarding the condition of the equipment or fitness of the equipment for specific applications.
- 5.1.2 In the event the City accepts bidders trade-in allowance, the bidder is responsible for all transportation of the equipment away from the Cities premises.
- 5.1.3 Bids conditioned upon acceptance by the City of any or all trade-in allowances will not be considered.

- 5.1.4 The City reserves the right to include trade-in allowance in the evaluation of bids, or not to give any consideration to trade-in allowances.
- 5.2 **Equipment List**
 - 5.2.1 City of Lincoln Equipment # 31026 - 1997 Elgin "F" S/N F0810D-849608 1997 Sterling Cargo Chassis S/N 1FDXH81C2VVA32548
 - 5.2.2 City of Lincoln Equipment # 31027 - 1997 Elgin "F" S/N F0811D-849589 1997 Sterling Cargo Chassis S/N 1FDXH81C4VVA32549
- 5.3 **Equipment Inspection**
 - 5.3.1 Bidders shall contact Jim Chiles, Phone Number 402/441/4941 to arrange inspection of equipment offered as trade.
 - 5.3.2 Maintenance history records are available upon request.

6. TYPE

- 6.1 Four-wheel with front wheel steering.
- 6.2 Cab-Over-Engine truck chassis mounted.
- 6.3 Dual gutter broom, steering and controls.
- 6.4 Dual engine design with truck type transmission.
- 6.5 Three cubic yard material volume, variable height dump design.
- 6.6 Capable of 50 mph transport speed.

7. PROPULSION ENGINE

- 7.1 Six cylinder, minimum 350 CID. , turbo charged diesel.
- 7.2 Net horse power at rated RPM 200 minimum.
- 7.3 500 (lb-ft) gross torque minimum.
- 7.4 Dry type dual element air cleaner with ejector type precleaner.
- 7.5 In-cab air cleaner restriction indicator.
- 7.6 Fuel priming pump.
- 7.7 Fuel/water separator with in-cab water in fuel warning light.
- 7.8 Spin on fuel filter.
- 7.9 Heavy-duty cooling system with surge tank.
- 7.10 Viscous drive type cooling fan.
- 7.11 Silicone hose package to include radiator, heater and by-pass hose.
- 7.12 Spin on coolant filter (if recommended by engine manufacturer).
- 7.13 Engine coolant to be manufactures recommended extended service to - 35 F.
- 7.14 Full flow oil filter
- 7.15 Automatic shut-down and alarm for low engine oil pressure and high engine temperature.

8. AUXILIARY ENGINE

- 8.1 Four cylinder, minimum 140 CID., turbo charged diesel.
- 8.2 Net horse power at rated RPM 45 minimum.
- 8.3 100 (lb-ft) gross torque minimum.
- 8.4 Dry type dual element air cleaner with ejector type precleaner.
- 8.5 In-cab air cleaner restriction indicator.
- 8.6 Fuel priming pump.
- 8.7 Fuel/water separator.
- 8.8 Spin on fuel filter.
- 8.9 Heavy-duty industrial design radiator with surge tank.
- 8.10 Silicone hose package to include radiator and by-pass hoses.
- 8.11 Spin on coolant filter (if recommended by the manufacture).
- 8.12 Engine coolant to be manufactures recommended extended service to - 35 F.
- 8.13 Full flow oil filter.
- 8.14 Air throttle control.
- 8.15 Automatic shut-down and alarm for low engine oil pressure and high engine temperature.

9. TRANSMISSION

- 9.1 Allison 2000 Series Electronic 5 speed overdrive transmission.
- 9.2 Heavy-duty transmission cooler.
- 9.3 External spin on design oil filter.

10. REAR AXLE AND SUSPENSION

- 10.1 Minimum 21,000 lb. capacity axle.
- 10.2 Two-speed design 5.86/8.17 ratio.
- 10.3 Minimum 21,000 lb. capacity air bag suspension.
- 10.4 U-Joint protection system.

11. FRONT AXLE AND SUSPENSION

- 11.1 Minimum 12,000 lb. capacity axle.
- 11.2 Minimum 12,000 lb. capacity taper or multi leaf suspension.
- 11.3 Heavy-duty front shock absorbers.
- 11.4 Stemco High Performance "Guardian" unitized wet seals.

12. WHEELS AND TIRES

- 12.1 Hub piloted 22.5, 10 hole ventilated disc, steel wheels.
- 12.2 11R22.5 14 ply (G) radial tires (Michelin XZE or equal)
- 12.3 One spare tire and wheel, same brand and model as supplied on Sweeper.

13. BRAKES

- 13.1 Dual full air system for straight truck application.
- 13.2 Bendix Tu-Flow 15.2 CFM air compressor, clean air supplied.
- 13.3 15" x 4" S-cam front brakes.
- 13.4 16.5" x 7" S-cam rear brakes with heavy-duty spring actuated park brake.
- 13.5 Full vehicle wheel ABS control system.
- 13.6 Bendix AD-IP air drier with heater.
- 13.7 Manual pull chain type air tank drain valve.
- 13.8 Front and rear brake dust shields.
- 13.9 Front and rear automatic slack adjusters.
- 13.10 Color coded nylon brake lines.
- 13.11 Color coded yellow, park brake knob on instrument panel.

14. STEERING

- 14.1 Full power with dual operator controls.
- 14.2 Tilt and telescoping columns if available from manufacture.
- 14.3 Each steering column to be fully independent and include separate gear boxes, drag links and pitman arms.
- 14.4 Maximum 20' turning radius curb to curb.

15. INSTRUMENTS GAUGES AND METERS (Propulsion Engine)

- 15.1 Key locking starter switch.
- 15.2 Speedometer with odometer.
- 15.3 Tachometer.
- 15.4 Engine hour meter.
- 15.6 Coolant temperature gauge.
- 15.7 Oil pressure gauge.
- 15.8 Voltmeter.
- 15.9 Transmission temperature gauge.
- 15.10 Fuel gauge.
- 15.11 Air pressure gauge with low air warning buzzer.
- 15.12 Right and left side operator instrument panels to be chassis OEM, full vision illuminated design.

16. INSTRUMENTS GAUGES AND METERS

(Auxiliary Engine and Sweeper)

- 16.1 Key locking starter switch.
- 16.2 Tachometer.
- 16.3 Engine hour meter.
- 16.4 Coolant temperature gauge.
- 16.5 Oil pressure gauge.
- 16.6 Hydraulic oil temperature.
- 16.7 Low water indicator.
- 16.8 Air filter restriction indicator.
- 16.9 Hopper full load indicator.
- 16.10 Hopper raise indicator.
- 16.11 Hydraulic filter indicator.
- 16.12 Un-level indicator.
- 16.13 Auxiliary engine run light.
- 16.14 Main broom air pressure gauge.
- 16.15 Side broom air pressure gauges.
- 16.16 Instrument panel shall be designed with all switches and gauges illuminated for night operation.

17. CAB

- 17.1 Fully enclosed safety-type steel cab-over design with deluxe trim.
- 17.2 Tinted safety glass on all windows.
- 17.3 Deluxe insulation package.
- 17.4 Manual crank down side windows with functional vent windows.
- 17.5 High back cloth covered air suspension seats: Bostrom Air Talladega 905 or City approved equal.
- 17.6 Three-point lap and shoulder belts.
- 17.7 Dual entry grab handles.
- 17.8 Dual armrests and sun visors.
- 17.9 AM/FM radio with weather band.
- 17.10 Head liner and insulated rubber floor mat.
- 17.11 Factory installed air conditioning to include fresh air heater, defroster and ventilator.
- 17.12 Side window defogger vents.
- 17.13 Heater to have separate air flow and temperature controls.
- 17.14 Two speed/intermittent windshield wipers with electric washers.
- 17.15 Dual stainless steel remote controlled, heated west coast type mirrors 6" x 15" with 12" adjustable lower convex mirrors.
- 17.16 Cab tilt assist or jack shall be provided if available from the manufacture.

18. ELECTRICAL AND LIGHTING SYSTEM

- 18.1 12 Volt
- 18.2 Two (2) 625 CCA heavy duty maintenance free batteries (PropulsionEngine).
- 18.3 One (1) 925 CCA heavy duty maintenance free battery (AuxiliaryEngine).
- 18.4 Both chassis and auxiliary engines shall have minimum 100 amp alternators
- 18.5 Circuit breaker and fuse protection.
- 18.6 Heavy duty labeled sweeper wire harness with weather resistant connectors.
- 18.7 Vehicle to be equipped with all required and manufactures recommended lighting to comply with FMVSS 108 requirements.
- 18.8 Sealed multi-beam halogen head lights.
- 18.9 Stop, tail, backup, clearance and license plate lights.
- 18.10 Directional and hazard lights.

- 18.11 Right and left side main broom spot lights.
- 18.12 Right and left side gutter broom lights.
- 18.13 Hopper interior light.
- 18.14 Federal Signal strobe light with brush guard install on front center of sweeper body.
- 18.15 Federal Signal rear mounted directional arrow with in cab control console.
- 18.16 All sweeping components, including main broom, gutter brooms and conveyor shall automatically raise when transmission is shifted to reverse.

19. GUTTER BROOMS

- 19.1 Dual gutter brooms.
- 19.2 Direct hydraulic drive.
- 19.3 Free floating design.
- 19.4 Minimum 42" diameter steel disc broom section mount plate fitted with five (5) bolt-on disposable type broom segments.
- 19.5 Cab controlled in and out position.
- 19.6 Cab controlled broom tilt adjustment.
- 19.7 Cab controlled forward and reverse.
- 19.8 Cab controlled raise and lower.
- 19.9 Cab controlled broom down pressure.
- 19.10 Broom speed to be independent of vehicle or propulsion engine speed.
- 19.11 Gutter brooms to extend a minimum of 13" outside front tires for sweeping and retract to a maximum width of 102" for transport.
- 19.12 Broom rotation to stop and raise automatically, when transmission is shifted to reverse or when the sweeper is placed in the transport mode.

20. MAIN BROOM

- 20.1 Direct hydraulic drive.
- 20.2 Free floating design.
- 20.3 Minimum 58"W. x 32"D. four-lug, 10" steel core fitted with wafer type poly sections.
- 20.4 Cab controlled on and off.
- 20.5 Cab controlled raise and lower.
- 20.6 Cab controlled broom down pressure.
- 20.7 Broom speed to be independent of vehicle or propulsion engine speed.
- 20.8 Minimum 10' sweeping path including dual gutter brooms.
- 20.9 Replaceable carbide dirt or drag shoes.
- 20.10 Broom rotation to stop and raise automatically, when transmission is shifted to reverse or when sweeper is placed in the transport mode.

21. CONVEYOR

- 21.1 Multi-ply fabric reinforced belt with molded cleats.
(OR)
- 21.1 Squeegee type, with replaceable rubber edge flights, driven by rubber or steel chain.
- 21.2 Replaceable, abrasion resistant bolt-in design floor.
- 21.3 Hydraulic drive.
- 21.4 Cab controlled forward and reverse.
- 21.5 Cab controlled raise and lower.
- 21.6 Conveyor speed to be independent of vehicle or propulsion speed.
- 21.7 All required adjustments to sweep both bulky trash and fine material to be accomplished from the cab, during sweeping operations.
- 21.8 Conveyor to be approximately 4' wide to allow high volumes of material to flow unobstructed into the hopper.

- 21.9 Conveyor stall alarm.
- 21.10 Conveyor rotation to stop and raise automatically, when transmission is shifted to reverse or when sweeper is placed in transport mode.

22. HOPPER

- 22.1 Minimum 3 cubic yard material volume, self-unloading, high dump design, capable of dumping at varying ranging from 38" through 120" dump clearance.
- 22.2 Hopper to be designed to dump to the right side of the sweeper, allowing the operator to observe the dump target and surrounding area from the cab, without the use of mirrors.
- 22.3 Minimum 50 degree dump tilt.
- 22.4 Minimum 11,000 lbs. lift capacity.
- 22.5 Minimum 28" dump clearance.
- 22.6 Hopper to be complete with hopper window visible from the cab and a skylight for daytime operation and hopper inspection door.
- 22.7 Full load warning indicator based on weight not volume.
- 22.8 Park brake, hopper raise safety interlock system.
- 22.9 Safety prop.
- 22.10 Hopper movement warning alarm.
- 22.11 Jacks or outriggers required to stabilize chassis during dump cycle are not acceptable.

23. WATER SPRAY SYSTEM

- 23.1 Minimum 250 gallon polyethylene water holding tank.
- 23.2 All standard and optional spray bars shall be furnished to include but not limited to front spray bar, gutter and main broom spray bars.
- 23.3 Automatic internal hopper/conveyor flush wash down system.
 - 23.3.1 System to include a manual bypass valve to divert hydrant water into the system without necessitating filling of the water tank.
- 23.4 Centrifugal type water pump capable of dry running.
- 23.5 Low water indicator light.
- 23.6 Cab controlled on/off and right or left side operation.
- 23.7 Serviceable suction strainer.
- 23.8 Cold weather drains.
- 23.9 15' of 2 ½" water fill hose with storage reel or basket with Lincoln Fire Department hydrant fitting.
- 23.10 25' wash down hose with spray nozzle.
- 23.11 Anti-siphon device compliant to American National Standard Air gaps in plumbing systems ASME A112.12-1991.

24. HYDRAULIC SYSTEM

- 24.1 Minimum 20 gallon reservoir with sight gauge.
- 24.2 Direct drive off of auxiliary engine, sectional pump design.
- 24.3 Minimum 10 micron full flow with by-pass hydraulic filter.
- 24.4 Minimum 10 micron reservoir vent filter.
- 24.5 Minimum 100 mesh fill spout filter.
- 24.6 Hydraulic filter restriction indicator.
- 24.7 Quick-disconnect type test ports on all circuits.
- 24.8 Heavy-duty auxiliary engine mounted oil cooler.
- 24.9 Hydraulic system to be totally independent of drive system with no common components.

25. WEIGHT AND DIMENSIONS

- 25.1 Minimum 32,000 lb. GVWR with base curb weight of approximately 22,000 lbs.
- 25.2 Maximum 130" wheelbase.
- 25.3 Maximum 275" length.

- 25.4 Maximum 102" transport width.
- 25.5 Maximum 130" height
- 25.6 Maximum 240" turning radius (curb to curb).

26. MISCELLANEOUS EQUIPMENT

- 26.1 Auto-Lube automatic lubrication system for sweeper.
(Not to include cab and chassis).
- 26.2 Front tow and rear tie-down hooks.
- 26.3 Minimum 50 gallon fuel tank.
- 26.4 Full width steel front bumper.
- 26.5 Mud flaps.
- 26.6 Electric back-up alarm.
- 26.7 Dual air horns.
- 26.8 Auxiliary engine compartment shielding.

27. PAINT AND DECALS

- 27.1 Cab and Chassis
 - 27.1.1 Cab to be manufactures standard single stage polyurethane enamel (DuPont Imron 5000 or equal) white in color.
 - 27.1.2 Chassis to be manufactures standard single stage high solids polyurethane chassis paint, black in color.
- 27.2 Sweeper
 - 27.2.1 All visible exterior metallic surfaces shall be painted prior to assembly with polyester power coat minimum 2 mils thick.
 - 27.2.2 Primary color to be white.
- 27.3 Manufactures standard decals are acceptable.

28. MANUALS

- 28.1 Cab and Chassis
 - 28.1.1 One (1) operators manual.
 - 28.1.2 One (1) service manual.
- 28.2 Sweeper
 - 28.2.1 Two (2) repair, service and trouble shooting manual.
 - 28.2.2 One (1) parts manual.
 - 28.2.3 One (1) safety, maintenance and adjustment video.

29. SERVICE AND TRAINING

- 29.1 Vendors shall have a full parts and service facility within a reasonable distance from the City of Lincoln Fleet Services Garage.
- 29.2 The successful bidder shall provide a qualified technician to train City of Lincoln personnel on the proper and safe operation, maintenance and service of the sweeper to the satisfaction of the City of Lincoln.

30. WARRANTY REQUIREMENTS

- 30.1 Cab and Chassis
 - 30.1.1 The minimum cab and chassis warranty requirement shall be 36 months, or 5000 hours (as recorded by the engine hour meter), or 50,000 miles (as recorded by the odometer), from the date of acceptance as follows:
 - 30.1.2 Manufactures extended vehicle warranty as published, to include Basic Vehicle Warranty - Drive Train Components (including Allison transmission and engine) Cab Structure and Sheet Metal - Cab Corrosion - Frame Rails and Cross Members.
- 30.2 Sweeper
 - 30.2.1 The minimum sweeper warranty requirement shall be 36 months, or 5000 hours (as recorded by the engine hour meter), or 50,000 miles (as recorded by the odometer), from the date of acceptance as follows:

- 30.2.2 Manufactures extended warranty as published, to include all parts and labor on both the sweeper and auxiliary engine.
- 30.3 A sample of all warranty documents to include but not limited to the following must be included with your bid proposal:
 - 30.3.1 Cab and Chassis.
 - 30.3.2 Allison Transmission.
 - 30.3.3 Propulsion Engine.
 - 30.3.4 Sweeper.
 - 30.3.5 Auxiliary Engine.
- 30.4 Transportation cost, including operator to and from authorized warranty repair facilities, exceeding 50 total trip miles will be the responsibility of the successful bidder at no cost to the City of Lincoln.
- 30.5 In the event the sweeper is out of service for warranty repairs and cannot be returned to service within 15 working days of notification of equipment failure, the successful bidder shall supply a replacement unit, until such time that the warranty repairs are completed, at no cost to The City of Lincoln.

31. DELIVERY REQUIREMENTS

- 31.1 Sweeper shall be delivered F.O.B. to Fleet Services Garage, 901 North 6th Street, Lincoln Nebraska, complete with all requested equipment and ready for operation.
- 31.2 If the sweeper shows a lack of proper pre-delivery service will be rejected until it has been properly serviced.
- 31.3 Dealer's decals, stickers or other signs shall not be put on the sweeper. Manufacture's nameplates, stamping and other signs are acceptable.

Company Name _____

SPECIFICATION 03-281
FOUR WHEEL STREET SWEEPER
OPEN NOON: NOVEMBER 05, 2003
BIDDING SCHEDULE

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>QUANTITY</u> | <u>UNIT</u> | <u>TOTAL</u> |
|-------------|--|-----------------|---|-------------------|
| 1. | Four Wheel Street Sweeper for Outright Purchase Mfg. _____ Model # _____ | Two (2) | \$ _____ | \$ _____ |
| 2.1 | Trade-in Allowance for Sweeper as Described Section #5.2.1 of the Specifications. | | | Optional \$ _____ |
| 2.2 | Trade-in Allowance for Sweeper as Described Section #5.2.2 of the Specifications. | | | Optional \$ _____ |
| 3.1 | 3 Year 5000 Hour Lease with Buy Out Option in lieu of Outright Purchase As indicated in Item #1 | | Using Trade Option in 2.1 of Proposal Page Annual Cost W/Trade \$ _____ Buy Out Cost W/Trade \$ _____ Annual Cost WO/Trade \$ _____ Buy Out Cost W/Trade \$ _____ | |
| 3.2 | 3 Year 5000 Hour Lease with Buy Out Option in lieu of Outright Purchase As indicated in Item #1 | | Using Trade Option in 2.2 of Proposal Page Annual Cost W/Trade \$ _____ Buy Out Cost W/Trade \$ _____ Annual Cost WO/Trade \$ _____ Buy Out Cost W/Trade \$ _____ | |
| | Note: All Specifications and Performance Requirements Described For Outright Purchase Shall Apply To Lease. If Lease Option is selected, each new unit (W/Trade or W/O Trade) will be on a separate lease. | | | |
| 4. | New Machine Delivery Time ARO _____ Days | | | |
| 5. | The purchase of additional units by The City of Lincoln under this contract award shall To be held firm through ____/____/____. | | | |
| | Clarification: | | | |
| A. | Items # 1, 3.1, 3.2 & 4 must be completed for bid to be considered responsive as bids will be evaluated based on both Purchase and Lease costs provided (Trade Allowance Optional). | | | |
| B. | Lease payment schedule to be calculated on a annual pre-payment basis. | | | |
| C. | If trade-in allowance is accepted it shall be applied as a down payment. | | | |
| D. | At the end of the lease term the City of Lincoln reserves the right to: Return the unit as described in the Lease Agreement (OR) Purchase the unit for the amount indicated as Buy Out Cost on this bid proposal. | | | |
| E. | Exceptions to any part of this bid document shall be clearly noted by Item # on your company letterhead and signed by appropriate authority. | | | |
| F. | Lease must include a non-funding clause. | | | |
| G. | Purchase option may be executed at any time throughout the lease period with purchase price calculations based on Lease Payment Schedule. | | | |

Affirmative Action Program: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City 's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures, and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

NOTE:

RETURN TWO (2) COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.

MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:

SEALED BID FOR SPECIFICATION NO. 03-281

Company Name

By (Signature)

Street Address or PO Box

Print Name

City, State, Zip

Title

Telephone Number

Date

Estimated Delivery Days

Terms of Payment

OR Social Security Number

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: <http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm>

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/ hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-

complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.